

United States Department of Agriculture
Research, Education, and Economics

ARS * CSREES * ERS * NASS

Policies and Procedures

Title:	Technology Transfer Cooperative Research and Development Agreements
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Originating Office:	Office of Cooperative Interactions, Office of the Administrator
This Replaces:	EXHIBIT 6, DIRECTIVE 282.2 and EXHIBIT 5, DIRECTIVE 283.1, 10/3/89
Distribution:	Headquarters, Areas, and Locations

This Directive:

- States policy, responsibilities, and procedures.
- Provides a generic model agreement. (See Exhibit 1)

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1. AUDIENCE

This DIRECTIVE is intended for personnel who enter into and administer Cooperative Research and Development Agreements.

2. ABBREVIATIONS

- AA - Assistant Administrator for the Office of Cooperative Interactions
- ABFO - Area/Supporting Budget and Fiscal Office
- AD - Area Director
- ADO - Authorized Departmental Officer
- ADODR - Authorized Departmental Officer's Designated Representative
- AM - Administrative Management
- APAA - Area Program Analysis Assistant
- APMO - Area Property Management Officer
- ASHM - Area Safety and Health Manager
- CRDA - Cooperative Research and Development Agreement
- CRIS - Current Research Information System
- NPL - National Program Leader
- NPS - National Program Staff
- OCI - Office of Cooperative Interactions

3. FORMS

- AD-416 - Research Work Description-Research Resume
- AD-417 - Research Work/Project Description Classification of Research
- AD-421 - Research Work Unit/Project Description Progress Report
- ARS-425 - Authorization to Apply for and Use Funds from Outside Sources
- ARS-451 - Research Agreement Face Sheet (Local reproduction)

4. DEFINITIONS

ADO - An OCI individual granted a written delegation of authority by the Administrator of ARS to enter into, administer, and closeout CRDAs.

ADODR - An individual (usually the lead ARS scientist of the research) who is granted a written limited delegation of authority to represent the ADO in the administration of a CRDA. This individual provides ongoing administrative oversight of activities that occur under the CRDA and provides scientific or technical interactions with the Cooperator on behalf of ARS.

Cooperative Research and Development Agreement (CRDA) - An official document that provides for cooperative research, licensing of patents made under these CRDAs, and the transfer of a technology from ARS to another party or from another party to ARS.

- All parties to the CRDA must have a mutual interest in the CRDA's objectives.
- All parties to the CRDA contribute resources, e.g., personnel, facilities, and research information, toward the accomplishment of those objectives.
- Inventions arising under the CRDA that are owned by ARS or co-owned by ARS are offered to the other party for licensing on a right of first refusal exclusive basis.
- Assurances are given concerning properly identified confidential and proprietary information and data.

License - A written authority granted by the custodian of a patent to another person empowering the latter to make or use the patented article for a limited period or in a limited territory and to make, use, or sell articles embodying the patented invention.

Mutual Contribution of Resources - Contributions of resources by all parties toward the accomplishment of cooperative efforts are required. Mutual contribution of resources is best demonstrated by direct contributions of money or other identifiable resources to a cooperative effort.

ARS is not authorized to contribute funds, per se, to a CRDA. ARS may designate other identifiable non-monetary assets, e.g., animals, equipment, facilities, land, or scientific expertise toward cooperative effort.

5. POLICY

It is ARS policy to implement and take advantage of the authorities provided in the Technology Transfer Act of 1986 (Public Law 99-502) and the Presidential Executive Order 12591 of April 1987. Scientists are authorized to seek out opportunities for CRDAs with Cooperators provided the following criteria are met:

- The research work is consistent with ARS' mission.
- There are no conflicts of interests.
- Fairness has been shown to potential Cooperators.

Interested commercial concerns are fairly advised of opportunities to cooperate with ARS in technology transfer. Opportunities are made known through announcements in meetings, symposia, workshops, conferences, and the print and/or electronic media. Formal competition is not required except as deemed necessary by the Administrator.

The funding expected from a CRDA shall be only that amount needed to conduct the project. Examples include the costs of an additional research associate, technician, special equipment, travel, and indirect program support costs.

ARS personnel shall handle technology transfer documents expeditiously and appropriate procedures will be used to protect information identified as proprietary.

ARS scientists/inventors receive at least fifteen (15) percent of the license fees and royalty income earned by the scientists' invention.

ARS scientists/inventors may work closely and directly with Cooperators to help commercialize technology based on the scientists' research.

6. AUTHORITIES

- 15 United States Code 3710a
- Executive Order 12591
- 7 Code of Federal Regulations 2.30(a)

7. RESPONSIBILITIES

The Administrator, ARS, has the overall authority to administer ARS technology transfer activities.

- OCI, a part of the Office of the Administrator, has been given the overall responsibility for implementation of Public Law 99-502 and Executive Order 12591. In this capacity, OCI will manage the ARS Technology Transfer Program. OCI functions include:
 - Lead responsibility for coordinating the development of CRDAs.
 - Working with ARS scientists, managers, and the potential Cooperators to develop and process CRDAs (see Section 8).
 - Serving as the focal point and clearing house for information concerning technology transfer.
 - Advising the Information Staff of developments relating to the implementation of, and progress under, technology transfer CRDAs.
 - The OCI ADO is the exclusive agent of ARS authorized to award, administer, terminate, and closeout CRDAs. The ADO works closely with each ADODR and follows all applicable laws, regulations, policies, and procedures.

The APAA assists scientists in documentation of CRIS information related to the CRDA according to the ARS Research Project Documentation Manual.

In addition to those ADODR duties described in Schedule 2 (which is attached to the Exhibit) and is also attached to each CRDA, the ADODR:

- Keeps AD and NPL apprised of program implementation and progress.
- Develops CRIS documentation and submits it to the APAA for action (AD-416/417, and ARS-425).
- Keeps the ADO apprised of activities under the CRDA and forwards copies of required correspondence to the ADO.
- Is responsible for assuring that confidentiality of CRDA is honored

The Extramural Services Branch, Contracting and Assistance Division, reviews all CRDAs for consistency with ARS extramural research agreement policies.

The Financial Management Division oversees the establishment of funds management and accounting system controls and operations.

- Identifies and tracks funds awarded to ARS.
- Identifies and tracks royalties and other income received by ARS to be distributed to ARS employee- inventors, field units, and Headquarters.

The General Services Division:

- Through the APMO oversees ARS' use of a Cooperator's property and a Cooperator's use of ARS' property and assures proper documentation of a Cooperator's use of ARS' property (DIRECTIVE 241.2).
- Through the ASHM assures that facilities meet applicable safety and health standards.
- Processes claims for damages filed against ARS.

The Information Staff:

- In coordination with OCI assures that requests relating to CRDAs are addressed in a manner consistent with the Freedom of Information Act.
- Provides appropriate public information supporting the technology transfer efforts of ARS through the appropriate media.

The Personnel Division:

- Reviews each proposed CRDA to assure that there is no real or apparent conflict of interest.
- Takes action to sensitize ARS management and individuals participating in technology transfer of the need to avoid real or apparent conflict of interest.
- Develops and administers the ARS Technology Transfer Incentives and Awards Program.

The Budget and Program Management Staff upon notification by the ABFO (through the ARS system) ensures that the required approvals were obtained, that the CRDA was executed, and that advance funds were received.

The ABFO, in conjunction with the ADO, performs closeout procedures, reconciles fund accounts, and assures that any unobligated funds are returned to the Cooperator.

8. PREPARATION/DOCUMENTATION/ APPROVALS

Procedures:

- ARS technology transfer opportunities are announced through meetings, symposia, workshops, conferences, and/or in the print or electronic media, and scientists are contacted by potential Cooperators.
- The ARS scientist and Cooperator identify the area of research for the cooperative research work.
- The ARS scientist consults and receives verbal approval from line management (e.g., Research Leader, Laboratory Director, Center Director, Area Director) and the NPL. If they agree, the scientist proceeds to next Step.
- The ARS scientist and Cooperator shall develop a brief description of proposed cooperation. This is forwarded to the AA with a copy to the AD.
- The AA assigns an OCI staff member to monitor, coordinate, facilitate, and obtain approvals from line management, NPS, AM, and the Cooperator for expediting the development of a CRDA.
- Exhibit 1 should be used by the scientist as a guide in preparing draft CRDAs. The inclusion or omission of specific language (including those clauses designated as optional) depends upon the research and the responsibilities of the parties. Any special provisions or considerations are incorporated into the text of the document.
- Once OCI and the scientist (usually the ADODR) agree on an acceptable CRDA, the following steps should be taken in processing:

- The draft CRDA, with supporting documentation, is forwarded to OCI for action (with a copy to the AD).
- For CRDAs involving the receipt of funds, the scientists will obtain approval from NPS via normal channels, i.e., ARS Forms 425, 416, 417, and the Research Management Information System Coordinator. A copy shall be forwarded to OCI.
- If no funds are to be transferred under the CRDA, the scientist will forward the draft CRDA to the NPL through the AD requesting a recommendation for approval. The NPL will respond to the scientist through NPS management, and a copy will be sent to the AD, OCI, and the Research Management Information System Coordinator.
- The ADO obtains other appropriate internal ARS clearances, checks that the document is complete, executes the CRDA, sends it to the Cooperator for signature, and upon return of the Agreement makes distribution.

9. AWARD PROCESS

The award document consists of:

- The ARS-451.
- The CRDA prepared under Section 8 above.

The distribution of the award document is:

- If ARS is receiving funds from the Cooperator, the National Finance Center's Reporting Section No. 4, Post V-45 receives a copy of the award documents.
- Cooperator (manually signed copy).
- ADO/OCI Official File (manually signed copy).
- ADODR (photocopy).
- ABFO (photocopy). If ARS is receiving funds from the Cooperator.
- APAA (photocopy).
- ARS Patent Coordinator (photocopy).
- Area Administrative Officer (photocopy)
- APMO (photocopy). If the CRDA provides for title to any nonexpendable equipment to be vested in ARS, or if the CRDA provides for the Cooperator to use any ARS equipment, land, structures, or facilities.
- ASHM (photocopy). If CRDA provides for Cooperator personnel to work in ARS facilities.

10. AMENDMENTS OR REVISIONS

Proposed amendments or revisions to existing CRDA are processed by the ADO in consultation with the ADODR, the Cooperator, the NPS, the AD, and the OCI staff. Procedures utilized are as expeditious as possible.

11. ADMINISTRATION

The ADODR and Cooperator shall submit work progress reports to each other at the frequency agreed upon in the CRDA and at closeout/termination. Copies are sent to the ADO, AD, and NPL.

The ADODR and the Cooperator shall submit patent reports to each other annually and upon closeout/termination to the Cooperator. Copies shall also be sent to the ADO, AD, and Coordinator, National Patent Program.

The ABFO will:

- Provide fiscal and accounting support to the ADODR.
- Send the Cooperator an annual financial statement (if required) when funds are received by ARS. A copy will be sent to the ADO.
- Verify final payment on all valid obligations with the National Finance Center and recommend return of funds not used to the contributor(s).

The ADO periodically contacts the ADODR and the Cooperator, as necessary, in order to monitor the accomplishment of the CRDA and the ADODR's adherence to his/her duties under the CRDA.

12. CLOSEOUT

The ADO notifies the ADODR that a CRDA is due to expire 60 calendar days' prior to expiration. The notice will:

- Request guidance concerning continuation and the terms of the continuation.
- Give guidance concerning documentation needed for a continuation.
- Give guidance for termination (e.g., AD-421) to the APAA.

The ADO notifies the ABFO and APAA that a CRDA has expired within 30 days after expiration.

The ADO assures that the Cooperator has been notified to prepare and submit, as appropriate, a final technical report and a patent report.

The ADO sends closeout files to the Records Retention Center as soon as possible after closeout in accordance with ARS files management procedures.

R. D. PLOWMAN

Administrator

EXHIBIT - Model Cooperative Research and Development Agreement

Schedule 1, Report of Inventions

Schedule 2, Instructions to the ADODR

[Exhibit - Model Cooperative Research and Development Agreement](#)

DIRECTIVE 141.1

Exhibit 1

UNITED STATES DEPARTMENT OF AGRICULTURE RESEARCH AGREEMENT		TYPE OF RESEARCH AGREEMENT Cooperative Research and Development Agreement	
AGENCY (Name and address) Agricultural Research Service Headquarters Washington, D.C. 20250-0300		AGREEMENT NO. XX-XXXX-X-XXXX	TYPE OF ACTION New
PERFORMING ORGANIZATION (Name and address) Name (First tier) Name (Second tier) Street Address City, State, ZIP Code		PERIOD OF AGREEMENT mm/dd/yy thru mm/dd/yy	CHANGE IN FEDERAL OBLIGATION <input type="checkbox"/> + \$ N/A <input type="checkbox"/> - \$
PRINCIPAL INVESTIGATOR (Name and address) Name Organization Street Address City, State, ZIP Code		CRIS NO. XXXX-XXXX-XXX-XXX	AUTHORITY 15 USC 3710a
TITLE OF PROJECT Complete, Concise, and Descriptive		OBLIGATION DISTRIBUTION According Code \$ Amount XXXXXXXXXX XX,XXX.XX	
		FINANCE OFFICE (Complete mailing address) Budget and Fiscal Office Area Name Street Address City, State, ZIP Code	
		AUTHORIZED DEPARTMENTAL OFFICER'S DESIGNATED REPRESENTATIVE (Name and address) Name Organization Street Address City, State, ZIP Code	

This Agreement includes the following:

- ☒ Statement of Work; or
☐ Project Summary; or
☐ Proposal; and
☐ General Provisions
☐ SPECIAL PROVISIONS
☐ Submittal
☐ Technical Reports, to: Authorized Departmental Officer's
☐ Fiscal Reports, Designated Representative
☒ Other special(s):

BASIS FOR AWARD

1. Schedule 1, Report of Inventions.
2. Schedule 2, Instructions to the ADONE.

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE		
AUTHORIZED DEPARTMENTAL OFFICER	TYPED NAME	DATE
/s/	U. R. Authorized	mm/dd/yy
FOR THE PERFORMING ORGANIZATION		
(SEE REVERSE) (Signature of person authorized by the governing body of the performing organization to incur contractual obligations)	TYPED NAME AND TITLE	DATE
/s/	U. R. Authorized	mm/dd/yy
SIGNATURE	TYPED NAME AND TITLE	DATE

Form ARS 451 (4/88)

USDA-ARS

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(Check appropriate box)

THE PERFORMING ORGANIZATION CERTIFIES THAT IT:

1. ☐ is, ☐ is not, a small business concern.
2. ☐ is, ☐ is not, a minority business enterprise.
3. (a) ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the performing organization) to solicit or secure this agreement. and
 (b) ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full - time bona fide employee working solely for the performing organization) any fee, commission, percentage, or brokerage fee, contingent upon the award of this agreement, and if so, agrees to furnish information relating thereto as requested by the Authorized Departmental Officer.
4. ☐ has, ☐ has not, participated in a previous contract, agreement, or subcontract subject to Equal Opportunity and Affirmative Action Clauses herein and has filed compliance reports" where required.
5. Operates as individual, partnership, corporation, incorporated in the State of_, a public, private, educational institution or affiliate.
6. Applicable if Federal obligation exceeds \$ 100,000
 (a) has, has not, been listed on the Environmental Protection Agencies List of Violating Facilities.
 (b) Will promptly notify the Authorized Departmental Officer if the receipt of any communications from the Environmental Protection Agency indicating that any facility used in the performance of this agreement is under consideration to be listed on the said List of Violating Facilities .
 (c) That this certification, including this paragraph (c), will be included in every subaward or subcontract
7. Is in a position to undertake, perform, and complete this agreement and will diligently perform work in accordance with the Provisions.
8. And its principal officers are not listed on the U.S. Government's list of debarred and suspended organizations and individuals; that it shall notify ARS if so listed; and, that it shall not subcontract or otherwise award to any organization or individual so listed.
9. Will comply with the provisions of
 (a) Title IX of the Education Amendments of 1912, 20 U.S.C. 1681, et seq.;
 (b) Section 504 of the Rehabilitation Act of 1913, as amended, 29 U.S.C. 794;
 (c) Age Discrimination Act of 1975, 42 U.S.C. 6101-6107; and
 (d) Clean Air Act, 42 U.S.C. 7401, et seq.

WHEREAS, _____, hereinafter referred as the Cooperator, and the United States Department of Agriculture's Agricultural Research Service, hereinafter referred as ARS, desire to enter into this Cooperative Research and Development Agreement (Agreement) to develop certain technologies related to _____; and

WHEREAS, the interest of ARS in this technology development is . . . ; and

WHEREAS, the interest of the Cooperator in this technology development is . . . ; and

WHEREAS, the mutual interest of ARS and the Cooperator in this technology development is. .;

NOW, THEREFORE, for and in consideration of the mutual promises herein, the parties mutually agree as follows:

A. ARS Agrees To: (USE THIS SECTION TO DESCRIBE ARS' RESPONSIBILITIES)

1. Conduct these portions of the research project:

a. (LIST)

b.

c.

d.

2. Collect data, analyze results, and report thereon.

3. Permit the Cooperator entrance and exit from ARS facilities, as mutually agreed.

4. Assign personnel, equipment, supplies, transportation, and facilities, as needed, such resources to remain the property of ARS.

(USE A.4.a. and A.4.b. ONLY IF APPLICABLE)

a. Provide xxx sq. ft. of (describe) space in Building xxx, Room xxx , at the ARS location for those Cooperator personnel assigned to this project.

b. Provide utilities, services, and general support to the Cooperator's personnel, as needed and available.

B. The Cooperator Agrees To: (USE THIS SECTION TO DESCRIBE THE COOPERATOR'S RESPONSIBILITIES)

(Use only if funds come into ARS. Payments shall be made according to the following schedule:

1. Provide \$ xxxxxxxxxx (in advance/annually) to ARS to assist in the conduct of this research. Make checks or money orders out to the "Agricultural Research Service," cite Agreement No. xx-xxxx-x-xxx thereon, and send to:

Budget and Fiscal Officer
Area Name
Street Address
City, State, ZIP Code.

2. Perform these portions of the research effort:

a. (LIST)

b.

c.

d.

3. Supply necessary personnel, equipment, supplies, materials, transportation, and facilities, as mutually agreed upon.

4. Collaborate in collecting data, analyzing results, and reporting thereon.

C. It is Mutually Agreed: (USE THIS SECTION TO DESCRIBE THE RESEARCH)

1. The (research objectives/hypothesis to be tested) are
2. The approaches to be utilized are
3. The trials are
4. The variables to be measured are
5. The measurement techniques utilized are
6. The data is to be analyzed by

D. General Provisions:

1. The results of this Agreement and research data which are collected, compiled, and evaluated under this Agreement shall be shared and mutually interchanged by the Cooperator and ARS.
2. Each party shall keep complete records relating to this research. All such records shall be available for inspection by either party at reasonable times. The records, or true copies of them, shall be delivered to either party upon request. Written progress reports shall be supplied by each party to the other (specify frequency of reports, for example, quarterly) and a final report of all data within sixty (60) days of the completion of this Agreement.
3. The Cooperator is responsible for obtaining appropriate opinions, permits, or licenses from Federal or State agencies which regulate research materials or commercial products that may arise from the research work performed within the scope of this Agreement. ARS will be kept informed of any applications made to a regulatory agency and be given a copy of any applications and opinions, permits, or licenses issued.
4. Confidentiality:
 - a. Confidential information and sample materials submitted or created under this Agreement shall be labeled "confidential" or "proprietary" by the submitter or creator.
 - b. Confidential information and sample materials submitted or created under this Agreement shall not be disclosed or transferred to a party other than a party to this Agreement without permission from the submitter or creator, EXCEPT THAT:
 - (1) Confidential information which normally would be included in scientific publications describing the results under this Agreement may be included in such publications one (1) year after submission or creation of the information unless the submitter waives the one year delay. Such publications may be delayed an additional year upon justifiable request from the submitter or creator. The preparation and filing of a patent application is sufficient justification.
 - (2) Neither party shall be bound by confidentiality if the information received from the other party already is available to the public or known to the recipient, becomes available to the public through no fault of the recipient, or is nonconfidentially received from another party.
5. Publication:
 - a. Subject to the requirements herein of confidentiality and preservation of patent rights, either party may publish the results under this Agreement, PROVIDED: the other party is allowed to review the manuscript sixty (60) days prior to submission for publication. Such publications shall acknowledge this Agreement and the contributions of each party's personnel.
 - b. The final decision as to the content of a publication rests with the party that writes the publication.
 - c. Results under this Agreement shall not be used to imply or assert ARS' positive or negative

endorsement of any product.

d. Publication and/or other disclosure of the results of this Agreement shall be delayed as necessary to preserve both United States of America and foreign patent rights in an invention made within the scope of this Agreement. However, such a delay will only be granted if requested in writing and the requesting party demonstrates promptness and diligence in seeking patent protection on any invention arising within the scope of this Agreement.

6. Subject Inventions:

a. "Subject Inventions" shall mean any invention conceived or first reduced to practice under this Agreement, and which is patentable or otherwise protectable under Title 35 of the United States Code, under Section 2321 of Title 7 of the United States Code, **et seq.**, or under the patent laws of a foreign country.

b. Each party shall promptly make written disclosure to each other of each Subject Invention, said information shall be treated in confidence by the receiving party until such time as a patent is applied for by the other party (see Schedule 1).

c. Each party shall provide, when requested by the other, all information in its possession pertaining to a Subject Invention which may be necessary or useful in the preparation, filing, and prosecution of patent applications covering the Subject Invention.

7. Ownership of Subject Invention:

a. All rights, title, and interest in any Subject Invention made solely by employee(s) of ARS shall be owned by ARS.

b. All rights, title, and interest in any Subject Invention made jointly by at least one (1) employee of ARS and at least one (1) employee of the Cooperator shall be jointly owned by ARS and the Cooperator.

c. All rights, title, and interest in any Subject Invention made solely by employees of the Cooperator shall be owned by the Cooperator, PROVIDED: ARS is granted a royalty-free, nonexclusive, worldwide, irrevocable license to practice and use the Subject Invention for U.S. Governmental purposes, e.g., research.

8. The Cooperator is granted the right of first refusal to an exclusive license in each Subject Invention owned or co-owned by ARS. This license shall be consistent with the requirements of Sections 209(a), 209(b), and 209(f) of Title 35 of the United States Code, and other such terms and conditions as may be reasonable under the circumstances, as agreed upon through good faith negotiations between the Cooperator and ARS or between the Cooperator and ARS' licensing agent. The right of first refusal shall terminate whenever a Cooperator fails to submit a good faith written response to a written proposal of licensing terms within three (3) months of such proposal.

9. Any copyrightable work produced by Cooperator's employees under this Agreement shall be owned by the Cooperator PROVIDED: ARS is granted a world-wide, royalty-free, nonexclusive license to use the copyrightable work for U.S. Governmental purposes, e.g., research..

10. The Cooperator agrees to indemnify and hold harmless ARS from any liability arising from the acts or omissions of an employee, agent, or officer of the Cooperator.

11 ARS will hold the Cooperator harmless from any liability arising from the negligent act or omission of a Federal Government officer or employee acting within the scope of his or her employment only to the extent compensation is available pursuant to the Federal Tort Claims Act, 28 United States Code, Section 2671, **et seq.**, EXCEPT: to the extent aforesaid liability arises from the negligent acts or omissions of the Cooperator, its employees, agents, or contractors and employees or agents of the contractor.

12. (OPTIONAL) All nonexpendable equipment purchased by either party and contributed to this Agreement is and shall remain the property of the purchasing party. However, nonexpendable equipment placed upon or in ARS property by the Cooperator must have ARS' prior approval and be clearly marked as the Cooperator's property. Said

property shall be maintained at the Cooperator's expense, absent a clear prior commitment from ARS to maintain the equipment. All property of the Cooperator placed upon or in ARS property must be promptly removed by the Cooperator at the Cooperator's expense upon termination or completion of this Agreement. ARS shall retain any property of the Cooperator and take title thereto if said property is not removed from ARS property within thirty (30) days of the termination or completion of this Agreement. Sites upon or in ARS property disturbed by the placement of the Cooperator's property must be returned to their original condition by and at the expense of the Cooperator.

13. (OPTIONAL) The Cooperator's employee(s) while engaged in work upon or in an ARS facility shall abide by ARS' "rules of the workplace." Such rules address conduct, hours of work, laboratory procedures, equipment operating standards, research notebooks, etc. The Authorized Departmental Officer's Designated Representative shall respond to the Cooperator when queried concerning the details of ARS' "rules of the workplace."

14. (OPTIONAL) The Cooperator shall provide Workers Compensation and employee liability insurance coverage in amounts sufficient to protect the Federal Government's interest from damage claims resulting from the Cooperator's use of ARS facilities, equipment, materials, and supplies.

15. (OPTIONAL) ARS may supervise the technical work of the Cooperator's employee(s) while at the ARS facility and while engaged in work within the scope of this Agreement. However, ARS may not interfere in the employer/employee relationship between the Cooperator and its employee(s).

16. The continuance of this Agreement is subject to the passage by the Congress of the United States of an appropriation of funds from which expenditures may legally be made to cover ARS' contributions.

17. This Agreement, or parts thereof, is subject to termination by either party with ninety (90) days prior written notice from the authorized agent of one party to the authorized agent of the other.

18. Copies of correspondence between the Cooperator and the ADODR shall be sent to the ADO, referencing the Agreement Number XX-XXXX-X-XXXX thereon. Send copies to:

Authorized Departmental Officer-OCI
USDA-ARS
Room 411, Building 005, BARC-W
Beltsville, Maryland 20705
(301) 344-4032
FAX: (301) 344-1621/3191

19. Copies of any correspondence relating to Subject Inventions shall not only be sent to the Authorized Departmental Officer but also be sent to the USDA Patent Coordinator. The Patent Coordinator's address is:

Coordinator, National Patent Program
USDA-Agricultural Research Service
Room 401, Building 005, BARC-W
Beltsville, MD 20705

20. The Cooperator acknowledges the scope of limitations of the Authorized Departmental Officer's Designated Representative's delegated authority (see Schedule 2).

21. No Delegate to or Member of the Congress of the United States of America shall have a part of or benefit from this Agreement, EXCEPT: if the Agreement has been entered into by a corporation for the corporation's general benefit.

22. A party hereto desiring to contract or otherwise award a substantial portion of the research and development described in Section C of this agreement shall give prior notice to the other party, including details of the contract or award.

[Schedule 1](#)

REPORT OF INVENTIONS

A. General

1. Each party shall submit to each other interim and final invention reports.
2. An interim report is due at least every 12 months from date of award.
3. A final report is due within six (6) months of completion or termination of the Agreement.

B. Interim and Final Reports Contain:

1. Name of Submitting Organization.
2. Cooperative Research and Development Agreement Number.
3. Award Date.
4. Type of Report Identification (Interim or Final).
5. Reporting Period.
6. A Listing of all Inventions made within the Scope of the Agreement.
 - a. The Name of the inventor(s).
 - b. The Title of the Invention(s).
 - c. The Disclosure Number, Patent Application Number, or Patent Number.

C. Negative Reports Are Required.

[Schedule 2](#)

INSTRUCTIONS FROM THE
AUTHORIZED DEPARTMENTAL OFFICER (ADO)
TO THE
AUTHORIZED DEPARTMENTAL OFFICER'S DESIGNATED REPRESENTATIVE (ADODR)

A. The ADODR shall:

1. Represent the ADO in the administration and supervision of this Agreement. Actions reserved to the ADO are set forth in B. below.
2. Immediately upon receipt of the Agreement, become thoroughly familiarized with and faithfully administer the terms and conditions of the Agreement, including the General Provisions, any Special Provisions, and any attached documents.

3. Ensure their contributions to this effort will not influence their administrative actions as ADODR.
4. Ensure the Agreement will not be used to avoid, subvert, or in lieu of recognized procurement, property, fiscal, and personnel policies and procedures.
5. Not engage in activities that present a real or potential conflict of interest.
 - a. You and your blood relatives that are members of your household may not have any financial interest that may be directly affected by the Cooperator without Agency approval. Financial interests are instruments of financial debt, for example, stocks or bonds.
 - b. You and your blood relatives that are members of your household may not be actually employed by or receive promises of employment from the Cooperator.
 - c. You and your blood relatives that are members of your household may not have nonofficial work-related connections with the Cooperator without Agency approval that have or may have a real or potential personal financial benefit.
 - d. Should you have any questions concerning conflict of interest, feel free to contact the Labor and Employee Relations Branch of the ARS Personnel Division.
6. Prior to dispatch, coordinate any correspondence they originate with the ADO if its importance warrants such coordination. As a general rule, any correspondence involving the terms and conditions, performance, or funding of the Agreement should be coordinated with the ADO.
7. Receive and make progress or technical reports at the intervals agreed upon in the Agreement, forwarding a copy to the ADO.
8. Receive and make reports of inventions made under the Agreement and forward the reports to the ADO and the Coordinator, National Patent Program.
9. Routinely monitor and evaluate performance to ensure that the Agreement is progressing satisfactorily and that appropriate funding and time are allocated to complete the project.
10. Establish and maintain an administrative file of all documents related to the implementation and administration of the Agreement. Upon completion of the Agreement, forward the file to the ADO.
11. Ensure that two copies of any publication generated under the Agreement, including the Final Report, are sent to:

National Agricultural Library
Acquisitions and Serials Branch
10301 Baltimore Boulevard
Beltsville, Maryland 20705

Send one copy of the Final Report and, as appropriate, publications are sent to the ADO. Notify the ADO by copy of the letter of transmittal that copies of the Final Report have been sent to the Library.

NOTE: Reports sent to the National Agricultural Liberty shall not disclose confidential or proprietary information

and the report sent to the ADO must be complete.

12. Receive notices from Cooperator regarding actual or potential labor disputes which would affect the performance under the Agreement and immediately forward such notices to the ADO with comments regarding the impact of the dispute on the Agreement.

13. Advise the ADO should there be any discriminatory acts observed or suggested by a party to the Agreement.

NOTE: Discrimination on the basis of race, religion, color, sex, national origin, age, or physical disability is strictly prohibited.

14. Promptly refer to the ADO any matter arising outside your authority and events or situations which endanger the Agreement's performance.

15. Questions regarding the responsibilities and duties of the ADODR or interpretation of any of the terms and conditions of the Agreement are referred to the ADO.

16. Cooperate with OCI and the Information Staff on public information announcements and public relations concerning the activities conducted under this Agreement.

B. Responsibilities Reserved to the ADO:

1. Changes, including additions, deletions and/or extensions to or termination of work to be performed under the Agreement by either party.

2. Changes of the Principal Investigator (PI) for a period in excess of three (3) continuous months.

3. Decisions on questions of fact arising from dispute-related problems.

4. Requests for ADO decision regarding responsibilities reserved to the ADO, as outlined above, will be made in writing including any pertinent documentation.